

02-19-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼



101985946

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Geac Canada Limited

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ Other

1/16/02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: October 16, 2001

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address:

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other limited liability companyIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,172,568

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott M. Kareff, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

500675

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott M. Kareff

Name of Person Signing

Signature

1/16/02

Date

Total number of pages including cover sheet, attachments, and document: 48

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/15/2002 6TON11 00000198 500675 2172568

01 FC:481 40.00 CH

TRADEMARK
REEL: 002445 FRAME: 0030

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 17, 2001, made by each Borrower, US Guarantor and Canadian Guarantor (each a "Grantor" and, collectively the "Grantors"), in favor of Ableco Finance LLC, a Delaware limited liability company, as Agent for the Lenders parties to the Financing Agreement referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Geac Computer Corporation Limited, a Canadian corporation (the "Parent"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, the "Guarantors"), Geac Computers, Inc., a Missouri corporation ("GCI"), Geac Enterprise Solutions, Inc., a Georgia corporation ("GESI") and Interealty Corp., a Colorado corporation ("Interealty" and together with GCI and GESI, each a "Borrower" and collectively, the "Borrowers"), the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders"), and the Agent have entered into a Financing Agreement, dated as of October 17, 2001 (such Agreement, as amended, restated or otherwise modified from time to time, being hereinafter referred to as the "Financing Agreement");

WHEREAS, pursuant to Section 5.01(d)(ii) of the Financing Agreement, each Grantor is required to execute and deliver to the Agent a security agreement providing for the grant to the Agent for the benefit of the Lenders of a security interest in all personal property of such Grantor;

WHEREAS, the Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with the credit needed from time to time by each Grantor often being provided through financing obtained by the other Grantors and the ability to obtain such financing being dependent on the successful operations of all of the Grantors as a whole; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefits, and are in the best interest of, such Grantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to make and maintain the Loans pursuant to the Financing Agreement, the Grantors hereby jointly and severally agree with the Agent as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Financing Agreement or in Article 9 of the Uniform Commercial Code (the "Code") as in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Cash Proceeds", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Security Account", "Software", and "Supporting Obligations."

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (including, without limitation, all Copyright Licenses set forth in Schedule IV hereto).

"Copyrights" means all domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by any Grantor (including, without limitation, all copyrights set forth in Schedule IV hereto), all applications and registrations thereof (including, without limitation, applications and registrations in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all extensions, renewals, restorations or revisions thereof.

"Licenses" means the Copyright Licenses, the Trademark Licenses and the Patent Licenses.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule III hereto).

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, proprietary ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents and industrial designs set forth in Schedule III hereto), all applications and registrations thereof (including, without limitation, applications and registrations in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by any Grantor and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses set forth in Schedule II hereto).

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, Internet domain names and business names, d/b/a's, trade dress, designs, logos and other source or business identifiers which are inherently distinctive or have acquired distinctiveness, and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, Internet domain names and business names, d/b/a's, trade dress, designs, logos and other source or business identifiers which are inherently distinctive or have acquired distinctiveness, which are set forth in Schedule II hereto), all applications and registrations thereof (including, without limitation, applications and registrations in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for all of the Secured Obligations (as defined in Section 3 hereof), each Grantor hereby pledges and assigns to the Agent, and grants to the Agent for the benefit of the Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (the "Collateral"), including, without limitation, the following:

- (a) all Accounts;
- (b) all Chattel Paper (whether tangible or electronic);
- (c) the Commercial Tort Claims specified on Schedule VIII hereto;
- (d) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of the Agent or any Affiliate, representative, agent or correspondent of the Agent;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;

(h) all General Intangibles (including, without limitation, all Payment Intangibles);

(i) all Goods;

(j) all Instruments (including, without limitation, Promissory Notes);

(k) all Inventory;

(l) all Investment Property;

(m) all Copyrights, Patents and Trademarks, and all Licenses;

(n) all Letter-of-Credit Rights;

(o) all Supporting Obligations;

(p) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other records, including, without limitation, all tapes, desks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(q) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

SECTION 3. Security for Secured Obligations. The security interest created hereby by each Grantor in the Collateral of such Grantor constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by such Grantor, as and when due and payable (by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of (x) in the case of each Borrower, the Financing Agreement and the other Loan Documents and (y) in the case of each Guarantor, its Guaranty and the other Loan Documents to which it is a party, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to bankruptcy, insolvency or reorganization of any Loan Party, whether or

not a claim for post-filing interest is allowed in such proceeding), fees, indemnification payments, expense reimbursements or otherwise; and

(b) the due performance and observance by such Grantor of all of its other obligations from time to time existing in respect of all Loan Documents to which it is a party.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWERS:

GEAC COMPUTERS, INC.

By: 

Name: Shelley R. Isenberg

Title: Authorized Signing Officer

GEAC ENTERPRISE SOLUTIONS, INC.

By: 

Name: Shelley R. Isenberg

Title: Authorized Signing Officer

INTEREALTY CORP.

By: 

Name: Shelley R. Isenberg

Title: Authorized Signing Officer

US GUARANTORS:

DBC HOLDING CORP.

By: 

Name: Shelley R. Isenberg

Title: Authorized Signing Officer

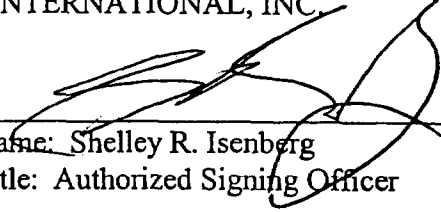
NEWS HOLDINGS CORP.

By: 

Name: Shelley R. Isenberg

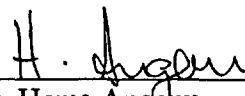
Title: Authorized Signing Officer

JBA INTERNATIONAL, INC.

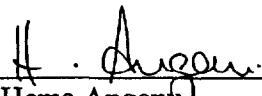
By: 
Name: Shelley R. Isenberg
Title: Authorized Signing Officer

CANADIAN GUARANTORS:

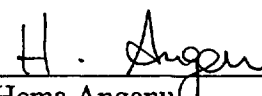
GEAC COMPUTER CORPORATION
LIMITED

By: 
Name: Hema Anganu
Title: Authorized Signing Officer

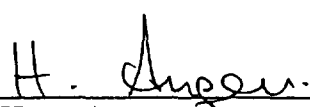
GEAC CANADA LIMITED

By: 
Name: Hema Anganu
Title: Authorized Signing Officer

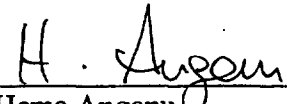
915873 ONTARIO LTD.

By: 
Name: Hema Anganu
Title: Authorized Signing Officer

GEAC (CANADA) SERVICES LIMITED

By: 
Name: Hema Anganu
Title: Authorized Signing Officer

915874 ONTARIO LTD.

By: 
Name: Hema Anganu
Title: Authorized Signing Officer

GEAC ENTERPRISE SOLUTIONS
(CANADA) LIMITED

By: H. Angan
Name: Hema Anganu
Title: Authorized Signing Officer

877025 ALBERTA LTD.

By: H. Angan
Name: Hema Anganu
Title: Authorized Signing Officer

JBA SOFTWARE (CANADA) LIMITED

By: H. Angan
Name: Hema Anganu
Title: Authorized Signing Officer

SCHEDULE I

LEGAL NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR
JURISDICTION OF ORGANIZATION

Sched. I-1

TRADEMARK
REEL: 002445 FRAME: 0058

SCHEDULE II
TRADEMARKS
AND
TRADEMARK LICENSES

Sched. II-1

TRADEMARK
REEL: 002445 FRAME: 0059

SCHEDULE III

PATENTS AND PATENT LICENSES

Sched. III-1

TRADEMARK
REEL: 002445 FRAME: 0060

SCHEDULE IV

COPYRIGHTS AND COPYRIGHT LICENSES

Sched. IV-1

SCHEDULE V

LOCATIONS OF GRANTORS

<u>LOCATION</u>	Description of Location (State if Location (i) contains Equipment, Fixtures, Goods or Inventory, (ii) is chief place of business and chief executive office, or (iii) contains Records concerning Accounts and originals of Chattel Paper)
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SCHEDULE VI

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITIES ACCOUNTS

Name and Address
of Institution

Maintaining Account

Account Number

Type of Account

Sched. VI-1

TRADEMARK
REEL: 002445 FRAME: 0063

SCHEDULE VII

UCC-1 FINANCING STATEMENTS

Sched. VII-1

TRADEMARK
REEL: 002445 FRAME: 0064

SCHEDULE VIII

COMMERCIAL TORT CLAIMS

Sched. VIII-1

TRADEMARK
REEL: 002445 FRAME: 0065

ASSIGNMENT FOR SECURITY(TRADEMARKS)

WHEREAS, _____ (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 17, 2001 (the "Security Agreement"), in favor of ABLECO FINANCE LLC, as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security
to be duly executed by its officer thereunto duly authorized as of _____, 20__.

[GRANTOR]

By: _____

Name:

Title:

Exh. A-2

TRADEMARK
REEL: 002445 FRAME: 0067

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____, 20__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of _____, a _____, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARK REGISTRATIONS AND APPLICATIONS)

Trademark Registrations and Applications Owned
by _____

Exh. A-4

ASSIGNMENT FOR SECURITY(PATENTS)

WHEREAS, _____ (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 17, 2001 (the "Security Agreement"), in favor of ABLECO FINANCE LLC, as the agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof (if any), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security
to be duly executed by its officer thereunto duly authorized as of _____, 200_.

[GRANTOR]

By: _____

Name:

Title:

Exh. B-2

TRADEMARK
REEL: 002445 FRAME: 0071

STATE OF _____

SS.:

COUNTY OF _____

On this ____ day of _____, 200_, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of

_____, a _____, and that he executed the foregoing instrument in the firm name of

_____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(PATENTS AND PATENT APPLICATIONS)

Patents and Patent Applications Owned
by _____

ASSIGNMENT FOR SECURITY(COPYRIGHTS)

WHEREAS, _____ (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the copyrights listed on the annexed Schedule 1A, which copyrights are registered or applied for in the United States Copyright Office (the "Copyrights");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 17, 2001 (the "Security Agreement"), in favor of ABLECO FINANCE LLC, as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security
to be duly executed by its officer thereunto duly authorized as of _____, 200__.

[GRANTOR]

By: _____

Name:

Title:

Exh. C-2

TRADEMARK
REEL: 002445 FRAME: 0075

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this ____ day of _____, 200__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of _____, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(COPYRIGHTS AND COPYRIGHT APPLICATIONS)

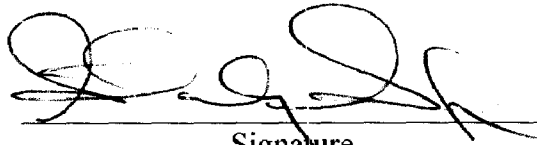
Copyrights and Copyright Applications owned
by _____

EXPRESS MAIL CERTIFICATE

"Express Mail" Mailing Label Number: EL4995634439US

Date of Deposit: January 16, 2002

I hereby certify that this paper and/or fee is being deposited with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 110 and is addressed to the Commissioner for Patents and Trademarks, BOX ASSIGNMENTS, Washington D.C. 20231


Signature

Stanley Seuradge
Typed or printed name
of person signing certificate

SCHULTE ROTH & ZABEL LLP

919 Third Avenue
New York, NY 10022
(212) 756-2000
fax (212) 593-5955

www.srz.com

Writer's Direct Number

(212) 610-7495

Writer's E-mail Address

stanley.seuradge@srz.com

January 16, 2002

EXPRESS MAIL

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Copyright Security Agreement
Geac Enterprise Solutions Development Limited/Ableco Finance LLC
Our Ref. No. 014951/0298

Dear Sir or Madam:

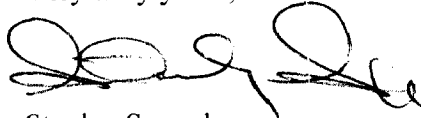
Please record the above-referenced document against the work identified in the accompanying Document Cover Sheet and attached schedule.

Note that the document submitted for recordation has been redacted to remove confidential information.

We authorize the deduction from Schulte Roth & Zabel LLP's Deposit Account No. 500675 of \$40.00, plus any deficiencies therein, to cover recordation fees, and we enclose an extra copy of the Document Cover Sheet for this purpose.

We also enclose an additional copy of this letter, which we request that you date stamp and return to the person submitting the document so that we may have a record of your receipt of this filing.

Very truly yours,



Stanley Seuradge
Legal Assistant

Enclosures

cc Scott M. Kareff, Esq.

9167713.1

TRADEMARK
REEL: 002445 FRAME: 0079

SCHULTE ROTH & ZABEL LLP

919 Third Avenue
New York, NY 10022
(212) 756-2000
fax (212) 593-5955

www.srz.com

Writer's Direct Number

(212) 610-7495

Writer's E-mail Address

stanley.seuradge@srz.com

January 16, 2002

EXPRESS MAIL

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Copyright Security Agreement
Geac Enterprise Solutions Development Limited/Ableco Finance LLC
Our Ref. No. 014951/0298

Dear Sir or Madam:

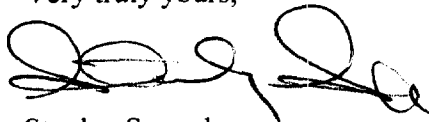
Please record the above-referenced document against the work identified in the accompanying Document Cover Sheet and attached schedule.

Note that the document submitted for recordation has been redacted to remove confidential information.

We authorize the deduction from Schulte Roth & Zabel LLP's Deposit Account No. 500675 of \$40.00, plus any deficiencies therein, to cover recordation fees, and we enclose an extra copy of the Document Cover Sheet for this purpose.

We also enclose an additional copy of this letter, which we request that you date stamp and return to the person submitting the document so that we may have a record of your receipt of this filing.

Very truly yours,



Stanley Seuradge
Legal Assistant

Enclosures

cc Scott M. Kareff, Esq.

9167713.1

RECORDED: 01/16/2002

TRADEMARK
REEL: 002445 FRAME: 0080